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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION JUDICIAL DISTRICT  
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12 Complete Entertainment Resources LLC  
13 d/b/a Songkick,

14 Plaintiff,

15 v.

16 Live Nation Entertainment, Inc.;  
17 Ticketmaster LLC,

18 Defendants.  
19

20 Ticketmaster LLC,

21 Counter-Claimant,

22 v.

23 Complete Entertainment Resources LLC  
24 d/b/a Songkick,

25 Counter Defendant.  
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27  
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CASE NO. 2:15-CV-09814 DSF  
(AGR<sub>x</sub>)

**[PROPOSED] ORDER GRANTING  
DEFENDANTS AND COUNTER-  
CLAIMANT'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

The Honorable Dale S. Fischer

1       THIS MATTER comes before this Court upon Defendants and Counter-  
2 Claimant's Motion for Partial Summary Judgment. After full consideration, IT IS  
3 HEREBY ORDERED THAT:

4       This Motion for Partial Summary Judgment is GRANTED.

5       The Court GRANTS summary judgment in favor of Defendants as to  
6 Songkick's claims under the Sherman Act. Songkick has not established that  
7 Defendants' conduct with respect to their exclusive venue contracts, concert  
8 promotion business, fan club policy, or enforcement thereof violates the Sherman  
9 Act or is otherwise anticompetitive. Songkick's claims under the Sherman Act are  
10 accordingly DISMISSED.

11       The Court GRANTS partial summary judgment in favor of Defendants as to  
12 Songkick's unfair competition claim under Cal. Bus. & Prof. Code § 17200 to the  
13 extent that claim is predicated on alleged unfair business acts or practices. Songkick  
14 has not identified any unfair business acts or practices on the part of Defendants.

15       The Court GRANTS summary judgment in favor of Defendants as to  
16 Songkick's promissory estoppel claim. Songkick has not identified any legally  
17 binding promise made by Defendants to Songkick, nor has it identified any failure to  
18 fulfil any such promise. Songkick's promissory estoppel claim is accordingly  
19 DISMISSED.

20       The Court GRANTS summary judgment in favor of Defendants as to  
21 Songkick's tortious interference claims. Songkick has not identified any conduct by  
22 Ticketmaster other than Ticketmaster's lawful enforcement of its rights pursuant to  
23 its contracts with venues. Songkick's tortious interference claims are accordingly  
24 DISMISSED.

25       The Court GRANTS partial summary judgment in favor of Defendants as to  
26 Songkick's prospective interference claims. To the extent these claims are derivative  
27 of Songkick's other claims addressed here, they are DISMISSED.

1 The Court GRANTS Defendants' motion for partial summary judgment as to  
2 Songkick's claim for lost profits damages. Songkick has failed to meet its burden to  
3 show causation of alleged damages with respect to the 65 artists identified in  
4 Defendants' motion.

5 The Court GRANTS Defendants' motion for partial summary judgment as to  
6 Songkick's claim for lost enterprise value damages. Songkick's lost enterprise  
7 value claim is derivative of its lost profit claim, which is fatally defective for the  
8 reasons stated above.

9 The Court GRANTS summary judgment in favor of Counter-Claimant  
10 Ticketmaster as to Ticketmaster's intentional interference claim as to liability only.  
11 Ticketmaster has adduced evidence that it has valid contracts with venues, Songkick  
12 was aware of such contracts, Songkick intended to disrupt these contracts,  
13 Songkick's conduct actually disrupted these contracts, and Ticketmaster suffered  
14 harm as a result. The scope and damages of Songkick's intentional interference  
15 shall be determined at trial.

16  
17 **IT IS SO ORDERED.**

18  
19 Dated:

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Hon. Dale S. Fischer  
United States District Judge